# The AUTO Trust

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# The

**AUTO Trust**

## Article One Creation of the Trust

### Section 1.01 Establishment of the Trust

This Irrevocable AUTO Trust is settled, established and dated , 20\_ by , as Trustmaker, and the following initial Trustees:

All references to "the trust" or "trust," unless otherwise stated, shall refer to this AUTO Trust and any trusts created in it. All references to "Trustee" shall refer to the initial Trustee or Trustees, or their successor or successors in trust.

When the term "Trustmaker" is used in this trust, it shall have the same legal meaning as "Grantor," "Settlor," "Trustor," or any other term referring to the maker of a trust.

This trust is intended to be a Grantor Trust within the meaning of Sections 671 - 679. et. seq. of the Internal Revenue Code and the Regulations thereunder.

### Section 1.02 The Name of the Trust

For convenience, the trust shall be known as the:

AUTO TRUST, dated , 20\_.

For purposes of titling assets, beneficiary designations or transfer of assets directly to the trust, the trust shall be referred to as:

and , Trustees, or successors in trust, under

the

AUTO TRUST, dated , 20\_.

In addition to the above descriptions, any description for referring to this trust shall be effective to transfer title to the trust or to designate the trust as a beneficiary as long as that format includes the date of this trust, the name of at least one initial or successor Trustee, and any reference that indicates that assets are to be held in a fiduciary capacity.

### Section 1.03 Trust Term

This trust is intended to exist for a limited term of years. Unless sooner revoked by all of the Trustees and all of the beneficiaries of the trust, this trust shall terminate on the ,

20\_ of the later of (1) the

year after the last to die of the Trustmakers or

or (2) the year that trust ceases to owns an interest in tangible personal property, unless the term of the trust is extended by the unanimous consent of the Trustees and the consent of a majority in interest of the then existing current income beneficiaries.

In no event shall the trust term extent beyond the limitation period imposed by the Rule Against Perpetuities as provided in Section 11.01 of Article Eleven of this agreement.

### Section 1.04 Amendment and Revocation

**This trust is irrevocable and may not be amended.**

After the execution of this trust agreement, the Trustmaker shall have no right, title, or interest in the income or principal of this trust.

Neither the Trustmaker nor the Trustmaker's estate shall have any reversionary or similar interest in this trust or the property contained in it.

### Section 1.05 Trustmaker's Liability

The Trustmaker shall have no liability for the acts of the Trust, the Trustees or the Beneficiaries of the Trust. Likewise, the Trustmaker shall have no liability resulting from the use, abuse, or misuse of the tangible assets of the Trust.

## Article Two Trust Purpose

### Section 2.01 General Purpose

The trust is specifically established and settled for the purposes of owning tangible property for the use and benefit of the Present Beneficiaries of the trust. The Trust, acting by and through the Trustees of the Trust, may also serve as a partner of one or more general or limited partnerships and to serve as a member of one or more limited liability companies, established for the purpose of owning tangible property. The Trust, acting by or through the Trustees of the Trust, is specifically authorized to serve as a general partner of a limited partnership, as a managing partner of a general partnership, and as a manager or managing member of a limited liability company, established for the purpose of owning tangible property. This Trust may also own any kind of intangible property that the Trustee determines is proper for the Trust to own.

### Section 2.02 Trust May Serve as Nominee

Subject to the restrictions and exceptions imposed by Section 3 of this Article, this trust may serve as nominee record title holder of any property located in any jurisdiction for any other person, corporation, partnership, limited partnership, or limited liability company whenever the trust is acting in one of the following capacities:

### Managing Partner of General Partnership

The trust may serve as a nominee record title holder of the property of a general partnership when it is also serving as a managing partner of the general partnership;

### General Partner of a Limited Partnership

The trust may serve as a nominee record titleholder of the property of a Limited Partnership when it is also serving as a general partner of the Limited Partnership;

### Manager or Managing Member of Limited Liability Company

The trust may serve as a nominee record titleholder of the property of a Limited Liability Company for which it is serving as a manager or managing member;

### Shareholder of Corporation

The trust may serve as a nominee record title holder of the property of a Corporation in which it is a shareholder if that corporation has contracted for the trust to serve as it's nominee.

### Section 2.03 Restrictions and Exceptions to Serving As Nominee

Any transfer or other conveyance of bare legal title to any real property, tangible personal property, or intangible personal property to the trust shall be subject to the following exceptions and conditions:

### Taxes, Liens or other Encumbrances

The transfer of an asset is subject to, as applicable: (1) any *ad valorem* taxes or other property tax due and payable, and as accrued and prorated to date, on any item of property against which an *ad valorem* tax is assessed; (2) any loan or encumbrance secured by a lien which is lawful and enforceable under the laws of the jurisdiction in which the item of property is located or is owned.

### Security Agreements

If an asset transferred or conveyed to the trust is collateral security under a security agreement or other security interest which prohibits a sale or other transfer of title without the consent of lender, the transfer to the trust will vest title only at such time as the lender consents to the transfer, or upon full payment of the obligation, or upon sale or other disposition of the property.

### Removal of Restrictions

If transfer of ownership of an item of property is restricted by contract or by law, title to the property will fully vest at such time as the restriction is removed, the property is sold, or at such other time as the restriction on transfer is removed or is no longer valid or pertinent.

### S Corporation Stock

If any stock transferred to the trust is, for Federal Income tax purposes considered as "*S-Corporation*" stock, only that title which will not violate the federal rules and regulations concerning S-Corporation shall be considered as transferred to the trust.

However, immediately upon termination of the S-Corporation status of the corporation, or upon the sale or other disposition of the restricted asset, full title will immediately vest in the Trustee and without the requirement of an additional written transfer directive.

## Article Three Funding the Trust

### Section 3.01 Initial Funding

The trust shall be initially funded by the Trustmaker transferring, assigning, and conveying all right, title, and interest in and to all the property listed in *Schedule "A"* attached hereto.

### Reliance by Third Parties

Upon presentation by the Trustee of a copy of a Memorandum of Trust or a copy of this Article of this trust and a separate Affidavit or Certificate of Trust stating the name and address of the current Trustee, affirming that the trust is in full force and effect, along with copies of any pertinent provisions of the trust, all third parties shall rely on this transfer and follow all of the Trustee's instructions without risk of incurring any liability to the Trustmaker, the Trustee, or the beneficiaries.

### Specific Transfers of Property

The trust may be additionally funded with property interests of all kinds by any other person in any manner. All property interests assigned, conveyed, or delivered to the Trustee must be accepted by the Trustee.

### Trustee Powers Limited as to Community Property

The Trustee shall have no power with respect to community property which has been transferred to the trust which would be greater than that power that each contributing community member would have over that same community property were it free of trust.

### Section 3.02 Additional Contributions

Additional property may be contributed to the trust.

All property interests transferred, assigned, conveyed, or delivered to the Trustee shall be subject to all of the terms and conditions set forth in this agreement.

### Section 3.03 Beneficiary's Withdrawal Rights

During each calendar year in which any property is given or deemed to be given to the trust by a direct or an indirect transfer of property to the trust, each living beneficiary under shall have the right to withdraw that beneficiary's pro rata share of any contributed property.

The contribution value of a gift shall be used for purposes of determining the value of the withdrawal rights.

The withdrawal right shall be subject to the limitations and qualifications as provided in subsequent provisions of this Article.

### Section 3.04 The Annual Limit on Withdrawals

In no event shall the total amount withdrawable by a beneficiary by reason of a direct or indirect gift to this trust in any one calendar year exceed the lesser of:

An amount equal to the maximum gift tax annual exclusion under Section 2503(b) of the Internal Revenue Code, or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal, or

An amount equal to the maximum annual amount allowable under Section 2514(e) of the Internal Revenue Code, or any other corresponding provisions of any subsequent federal tax laws in effect in the calendar year of withdrawal as to which the lapse of a power of appointment shall not be considered a release of such power.

### Section 3.05 Exercise of Withdrawal Rights by Beneficiaries

A beneficiary's withdrawal right shall be vested as of the date of the transfer to the trust which results in the withdrawal right. Withdrawals may be made at any time within days from the date of the notice by my Trustee to the withdrawal right beneficiary of the transfer to the trust.

### Withdrawal Rights Are Noncumulative

A beneficiary's right to withdraw is noncumulative and shall lapse, to the extent that the withdrawal rights have not been exercised, at the end of days after the date of the notice or, to the extent that the withdrawal rights have been waived in writing by the withdrawal right beneficiary, at any time prior to the end of the

-day period.

### Method for Exercising Withdrawal Rights

A withdrawal right beneficiary shall exercise a withdrawal right by delivering a written request to the Trustee within days from the date of the notice.

### The Death of a Beneficiary

A beneficiary's vested withdrawal right shall not terminate by reason of his or her death. The personal representative of the beneficiary's estate shall then have the right to exercise the vested withdrawal right on behalf of the beneficiary's estate.

### Section 3.06 Notice by Trustee of the Right to Withdraw

The Trustee, within fifteen days following the transfer of property to the trust, shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. The notice shall be delivered by hand or by mail to the last known address of the beneficiary and shall inform the beneficiary of the right of the beneficiary to withdraw.

### Notice for Indirect Transfers

If an indirect transfer is made to the trust, the Trustee, within fifteen days of the Trustee's actual notice of such indirect transfer, shall provide written notice to each beneficiary then entitled to a right to withdraw that property has been transferred to the trust. The notice shall be delivered by hand or by mail to the last known address of the beneficiary and shall inform the beneficiary of the right of the beneficiary to withdraw.

### Notice to Additional Beneficiaries

If additional individuals subsequently become qualified to be beneficiaries of the trust as a result of being born or adopted after this trust is signed, the Trustee shall give written notice to or on behalf of that beneficiary within a reasonable time after being informed of the additional beneficiary. This shall in no manner be deemed to permit me to add beneficiaries or expand the class of individuals to be beneficiaries.

### Section 3.07 Minor or Disabled Beneficiaries

If a beneficiary entitled to make a withdrawal is a minor or is under any other form of legal disability during all or part of any withdrawal period, the beneficiary's legal or natural guardian, conservator, or personal representative shall be informed of, and may exercise, the withdrawal right on behalf of the beneficiary.

### Section 3.08 Trustee Duties as to a Withdrawal Right

The Trustee shall retain sufficient liquid trust property or other trust property which is transferable in order to satisfy the withdrawal rights which are then outstanding.

The Trustee may distribute trust property in cash or in kind, including insurance policies held in the trust or interests in those policies, to a beneficiary making a withdrawal. The Trustee is authorized to borrow, upon such terms as are reasonable and necessary, in order to provide for payment of amounts required by any exercise of withdrawal rights by a beneficiary.

### Section 3.09 Indirect Transfers

The amount of any payment made directly to an insurance company by any party other than the Trustee of all or any part of a premium on a life insurance policy owned by the trust on the life of the Trustmaker shall be considered a transfer to the trust.

The date of the transfer shall be the date of the premium payment to the extent that the payment is deemed to be a gift from the Trustmaker to the beneficiaries for federal gift tax purposes.

Any such indirect transfer shall create withdrawal rights in an amount equal to the value of the deemed gift.

### Section 3.10 Amounts Not Withdrawn

Any amount subject to a withdrawal right which is not withdrawn by the beneficiary of the withdrawal right shall be retained in trust and shall be administered as follows:

### Distribution of Income and Principal

The Trustee may pay to or apply for the benefit of any beneficiary as much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, determines to be necessary or advisable for the education, health, maintenance, and support of the beneficiaries.

Any net income not distributed by the Trustee shall be accumulated and added to the principal of the trust.

### Other Available Resources

In making distributions pursuant to this Section, the Trustee shall take into consideration, to the extent that the Trustee deems advisable in its sole and absolute discretion, any income or other resources which are available to any beneficiary outside of the trust and are known to the Trustee.

### Distributions According to Needs

The Trustee may make distributions to or for the benefit of one or more trust beneficiaries to the complete exclusion of the other beneficiaries. Distributions may be made to beneficiaries in equal or unequal amounts according to their respective needs.

A distribution to or for the benefit of a beneficiary shall be charged to the trust as a whole rather than against the beneficiary's ultimate share.

### Discharge of a Legal Obligation

No payment or distribution shall be made by the Trustee for the discharge of any legal obligations of a Trustmaker or otherwise for the monetary benefit of the Trustmaker.

### Section 3.11 Limited Power of Appointment

During the term of this trust, the Trustee shall have the limited power to appoint the principal of the trust to any persons, or corporations or other entities, in whole or in part, or in equal or unequal proportions, subject to the following provisions:

### Successor Trustees

If a Trustee resigns, is terminated, or cannot serve for any other reason, then the Trustee's successors in trust shall have the right to exercise this limited power of appointment.

### Qualifications on the Limited Power of Appointment

The power shall only be exercisable by the holder of the power, and shall not be exercised in favor of the holder, the holder's estate, the holder's creditors, or the creditors of the holder's estate.

The power shall not be exercised by the holder in any manner that would result in an economic benefit to the holder or that would in any manner discharge or reduce any legal obligation of the holder.

### Section 3.12 Termination of the Lifetime Trust

This lifetime trust shall terminate at the termination of the trust, and the principal and any accrued and undistributed net income shall be distributed to the beneficiaries in accordance with their respective beneficial interests.

## Article Four

**Beneficial Ownership of the Trust and Trust Distributions**

### Section 4.01 Beneficiaries and Beneficial Ownership

Information regarding the identity of the beneficiaries of the trust and the extent of their beneficial ownership in the trust will be maintained on *Schedule "B"* of the trust instrument and incorporated in it's entirety as an integral part of this trust agreement.

*Schedule "B"* shall specifically state:

1. The name and address of each beneficiary of the trust.
2. The percentage of beneficial ownership of each trust beneficiary.
3. The remainder beneficiary, if any. The term “remainder beneficiary,” when used in the singular, refers to the person or persons, trust or trusts, or other entities entitled to the designated beneficial share or interest in the trust upon the death of the beneficial owner. The interest of a remainder beneficiary is to continue in trust for the stated remaining term of this trust. Any share or interest of a remainder beneficiary is to be distributed to the remainder beneficiary upon the termination of the trust.

The Trustee shall update *Schedule “B*” to show changes in any of the categories listed above.

### Section 4.02 Limited Power of Appointment

The Trustmaker reserves a testamentary limited power of appointment to change the beneficiary of this trust to any person or entity other than the Trustmaker, the Trustmaker's estate, the Trustmaker's creditors, or the creditors of the Trustmaker's estate.

### Section 4.03 Distributions of Income and Principal

All management service income and costs of administration shall be allocated or distributed to the Trustee.

The Trustee may, in the Trustee’s sole and absolute discretion, allocate and distribute any items of non-management income, gains, losses, deductions, depreciation, and credits on a pro-rata basis to the beneficiaries of the trust. Except for liquidation distributions provided for in Article Seven, until the termination of the trust, no principal (other than net capital gains) shall be distributable from this trust.

### Section 4.04 Use of Tangible Property of this Trust

The Trustee may permit the any Present Beneficiary of this Trust to use any of the tangible

property of this Trust. During

life,

shall have first

priority over the use of the tangible property of this Trust and may permit other persons, in the discretion of along with the consent of any of the Trustees, to so use any of the tangible property of this Trust

While any tangible property of this Trust is in the possession and control of any Present Beneficiary, or any other persons as provided for above, such beneficiary or such other person shall be responsible for the asset's proper use, care, maintenance and protection. The Trustee shall be responsible for maintaining adequate property, casualty, and liability insurance upon such tangible property of this Trust. The Trustee may pay for any care, maintenance, protection, repairs, and insurance coverage directly or by reimbursement to any beneficiary or such other persons, who have paid for such expenditures, upon presentation of a paid receipt.

## Article Five Relationship of the Trustmaker,

**Trustee and Beneficiaries**

### Section 5.01 Relationship with Trustmaker

The Trustee may deal with the Trustmaker with respect to the following matters:

### Purchase or Sale of Property

The Trustee may deal with the Trustmaker, purchase property from the Trustmaker, or sell property to the Trustmaker, or exchange property with the Trustmaker, at the fair market value of such property and for an adequate and full consideration in money or money's worth.

### Payment of Life Insurance Premiums

The Trustee may apply trust income to the payment of life insurance premiums on policies of insurance on the life of the Trustmaker, without the approval or consent of any adverse party, as defined in §672(a).

### Loans to the Trustmaker

The Trustee may loan money to the Trustmaker with or without interest or collateral and without the approval or consent of an adverse party, as defined in

§672(a).

### Section 5.02 Relationship with Beneficiaries

The Trustee may enter into financial transactions with any beneficiary of the trust. A sale, loan, or other financial transaction must be consistent with all other provisions of this trust instrument which govern the application and use of trust property for a beneficiary of the trust or as may be required by the laws of the jurisdiction in which this trust (or any separate trust) is then located.

## Article Six Resignation, Replacement, and

**Succession of Trustees**

### Section 6.01 The Resignation of a Trustee

A Trustee may resign by giving days written notice to all of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income from any trust created under this agreement.

If a beneficiary is a minor or is legally incapacitated, the notice shall be delivered to that beneficiary's guardian or other legal representative.

### Section 6.02 The Removal of a Trustee

Any Trustee, other than the Trustmaker, may be replaced and removed by the Trustmaker, during his or her lifetime, and after the Trustmaker death or disability, as defined by this Trust, by the Primary Present Beneficiary of this Trust, during his or her lifetime, and after the Primary Present Beneficiary’s death or disability, as defined by this Trust, by a majority of the then Present Beneficiaries then eligible to use any of the tangible property of this Trust and to receive mandatory or discretionary distributions of net income under this agreement.

### No Cause for Removal Needed

The beneficiaries need not give any Trustee being removed any reason, cause, or ground for such removal.

### Notice of Removal

Notice of removal shall be effective when made in writing by either:

Personally delivering notice to the Trustee and securing a written receipt, or

Mailing notice in the United States mail to the last known address of the Trustee by certified mail, return receipt requested.

### Section 6.03 Replacement of Trustees

Whenever a Trustee is removed, dies, resigns, becomes legally incapacitated, or is otherwise unable or unwilling to serve, that Trustee shall be replaced as follows:

### The Death or Disability of a Trustee While the Trustmaker is Serving is Trustee

The Trustmaker may serve as the only Trustee or the Trustmaker may name any number of Trustees to serve as Co-Trustees. If any of these other Trustees subsequently die, resign, become legally incapacitated, or are otherwise unable or unwilling to serve as a Trustee, the Trustmaker may or may not fill the vacancy.

### Resignation of the Trustmaker as Trustee

If the Trustmaker resigns as Trustee, the Trustmaker may appoint a successor Trustee to serve in his or her place.

Notwithstanding anything in this agreement to the contrary, a resigning Trustmaker Trustee may provide that his or her appointed successor Trustee may appoint his or her successor.

### Section 6.04 Trustee Succession

If a Trustee fails to appoint a successor or successors as Trustee, or if an appointed Trustee is unwilling or unable, or cannot continue to serve for any reason an no appointed successor has been designated, the following are to serve as Trustee and in the order in which their names appear:

First, ; then Second, ; then Third,

### Section 6.05 Corporate Fiduciaries

Any corporate fiduciary named in this trust agreement or appointed by a court of competent jurisdiction as a Trustee must be a bank or trust company situated anywhere in the World having trust powers under applicable international, federal or state law.

Such corporate fiduciary shall:

1. have a combined capital and surplus of at least Dollars; or
2. maintain in force a policy of insurance with policy limits of not less than

Dollars covering the errors and omissions of the Trustee with a solvent insurance carrier licensed to do business in the state in which the Trustee has its corporate headquarters.

### Section 6.06 Unfilled Trusteeship

In the event no named Trustees are available, a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement shall forthwith name a corporate fiduciary.

If a majority of the beneficiaries then eligible to receive mandatory or discretionary distributions of net income under this agreement cannot agree on a corporate fiduciary, any beneficiary can petition a court of competent jurisdiction, ex parte, to designate a corporate fiduciary as a Trustee.

The court that designates the successor Trustee shall not acquire any jurisdiction over any trust created under this agreement, except to the extent necessary to name a corporate fiduciary as a successor Trustee.

### Section 6.07 Powers and Liabilities of Successor Trustee

Any successor Trustee, whether corporate or individual, shall have all of the rights, powers, and privileges, and be subject to all of the obligations and duties, both discretionary and ministerial, as given to the original Trustees.

Any successor Trustee shall be subject to any restrictions imposed on the original Trustees. No successor Trustee shall be required to examine the accounts, records, and acts of any previous Trustees.

No successor Trustee shall in any way be responsible for any act or omission to act on the part of any previous Trustees.

### Section 6.08 Documentation of Trustee Succession

The successor to any Trustee may document succession with an affidavit setting forth that the preceding Trustee has failed or ceased to serve and the successor has assumed the duties of Trustee. The affidavit may be filed in the deed records in each county in which real property held in trust is located or in the county in which the principal assets and records of the trust are located. The public and all persons interested in and dealing with the trust and the Trustee may rely upon a certified copy of the recorded affidavit as conclusive evidence of a successor's authority to serve and act as the Trustee of the trust.

## Article Seven Liquidating Distributions

### Section 7.01 Accountings

The Trustee, in making or preparing to make partial or final liquidating distributions, may, but is not required, to prepared and deliver to each beneficiary an accounting of the trust’s assets and receipts.

The trustee may require, as a condition of any distribution to a beneficiary, one or more of the following:

A signed and acknowledged statement from each distributee that they have thoroughly examined and accepted the accounting as true and correct;

A written and acknowledged discharge of the Trustee as to that accounting period;

A written release of the Trustee from any loss, liability, claim or question concerning the exercise of due care, skill, and prudence of the Trustee in the management, investment, retention, and distribution of property during the Trustee's term of service, except for any undisclosed error or omission having basis in fraud or bad faith;

A written indemnity of the Trustee, including the payment of attorney's fees, from any asserted claim of any taxing agency, governmental authority, or other claimant.

Any beneficiary having a question or potential claim may require an audit of the trust as an expense of administration. Failure to require the audit prior to acceptance of the Trustee's report, or the acceptance of payment, will operate as a final release and discharge of the Trustee except as to any error or omission having basis in fraud or bad faith.

### Section 7.02 Distributions in Kind, Undivided Interests

The Trustee, in making or preparing to make a partial or final liquidating distribution has the following authority:

To partition any asset or class of assets and deliver divided and segregated interests to the beneficiaries;

To sell any asset or class of assets (whether or not susceptible to partition in kind), and deliver to the beneficiaries a divided interest in the proceeds of sale and/or

divided or undivided interests in any note and security arrangement taken as part of the purchase price;

To deliver undivided interests in an asset or class of assets to the beneficiaries subject to any indebtedness which may be secured by the property.

### Section 7.03 Continuation of the Trust Until Final Distributions are Made

The trust may continue beyond its term for a time reasonably necessary to conclude the administration of the trust, to pay expenses of termination and to distribute the trust property to those entitled thereto.

### Section 7.04 Continuation of the Trust For Minor and Disabled Beneficiaries

A liquidating distribution to any beneficiary who has not attained the age of 21 years (the “Required Age”), or who may be otherwise incompetent, may, in the sole and absolute discretion of the Trustee, be held as a separate trust for the exclusive use and benefit of that person under the provisions of Article Eight until such person shall attain the required age or until such person is no longer incompetent.

## Article Eight

**Methods of Distribution and Trust Administration with Regard to Minor and Disabled Beneficiaries**

### Section 8.01 General Guidelines for Distribution

Whenever a distribution is authorized or required by a provision of this agreement to any beneficiary who is disabled or incapacitated, such distribution may be made by the Trustee:

Without continuing court supervision or the intervention of a guardian, conservator, or any other legal representative.

Without giving or requiring any bond or surety on bond. Pursuant to any of the methods authorized under this Article.

In making distributions under this Article, disability or incapacity shall include adjudicated mental incapacity by a court of competent jurisdiction, or incapacity because of age, illness, or injury.

Except as otherwise provided in this agreement, any individual may be treated as disabled, incompetent, or legally incapacitated if:

The individual has been declared or adjudicated as such by a court of competent jurisdiction, or

A guardian, conservator, or other personal representative of such individual's person or estate has been appointed by a court of competent jurisdiction, or

The individual has been certified as such in writing by at least two licensed physicians, or

The individual has disappeared or is absent for unexplained reasons, or the individual is being detained under duress where the individual is unable to effectively manage his or her property or financial affairs.

Before making any distributions to beneficiaries, other than a Trustmaker, under this Article, the Trustee should, to the extent that it is both reasonable and possible:

Inquire into the ultimate disposition of the distributed funds.

Take into consideration the behavior of trust beneficiaries with regard to their disposition of prior distributions of trust property.

The Trustee shall obtain a receipt from the person, corporation, or other entity receiving any distribution called for in this Article.

### Section 8.02 Methods of Payment

The Trustee may make the distributions called for in this Article in any one or more of the following ways:

Directly to a beneficiary.

To persons, corporations, or other entities for the use and benefit of the beneficiary.

To an account in a commercial bank or savings institution in the name of the beneficiary, or in a form reserving the title, management, and custody of the account to a suitable person, corporation, or other entity for the use and benefit of the beneficiary.

In any prudent form of annuity purchased for the use and benefit of the beneficiary.

To any person or duly licensed financial institution, including the Trustee, as a custodian under the Uniform Transfers to Minors Act, or any similar act, of any state, or in any manner allowed by any state statute dealing with gifts or distributions to minors or other individuals under a legal disability.

To any guardian or other person deemed by the Trustee to be responsible, and who has assumed the responsibility of caring for the beneficiary.

### Section 8.03 The Trustee's Discretion to Keep Property in Trust

If any trust property becomes distributable to a beneficiary when the beneficiary is under 21 years of age, or when the beneficiary is under any form of legal disability, as defined in Section 8.01, the Trustee may retain that beneficiary's share in a separate trust until he or she attains 21 years of age, or until his or her legal disability has ceased, as follows:

### Distributions of Trust Income and Principal

The Trustee shall apply to or for the benefit of the beneficiary as much of the net income and principal of the trust as the Trustee, in its sole and absolute discretion, deems necessary or advisable for the beneficiary's education, health, maintenance, and support.

In making any distributions of income and principal under this Article, the Trustee shall be mindful of, and take into consideration to the extent it deems necessary, any additional sources of income and principal available to the beneficiary which arise outside of this agreement.

Any net income not distributed to a beneficiary shall be accumulated and added to principal.

### Termination and Distribution

The Trustee shall distribute the trust property to a beneficiary: When he or she attains 21 years of age, or

When he or she ceases to be disabled.

### A Beneficiary's General Power to Appoint Trust Property

If a beneficiary should die before the complete distribution of his or her trust, the trust shall terminate and all of the trust property shall be distributed to such persons, corporations, or other entities, including the beneficiary's own estate, in the manner in which the beneficiary shall elect.

This general power of appointment must be exercised by the beneficiary by either a valid living trust or last will and testament, either of which specifically refers to this power of appointment.

To the extent this general power of appointment is not exercised, the Trustee shall distribute the remaining trust property to the then living descendants of the beneficiary, per stirpes.

If the beneficiary has no then living descendants, the Trustee shall distribute the remaining trust property to my then living descendants, per stirpes.

## Article Nine

**General Matters and Instructions with Regard to the Trusteeship**

### Section 9.01 Use of "Trustee" Nomenclature

As used throughout this agreement, the word "Trustee" shall refer to my initial Trustee as well as any single, additional, or successor Trustees. It shall also refer to any individual, corporation, or other entity acting as a replacement, substitute, or added Trustee.

### Section 9.02 No Requirement to Furnish Bond

My Trustee shall not be required to furnish any bond for the faithful performance of its duties.

If a bond is required by any law or court of competent jurisdiction, it is my desire that no surety be required on such bond.

### Section 9.03 Court Supervision Not Required

All trusts created under this agreement shall be administered free from the active supervision of any court.

Any proceedings to seek judicial instructions or a judicial determination shall be initiated by my Trustee in the appropriate state court having original jurisdiction of those matters relating to the construction and administration of trusts.

### Section 9.04 The Trustee's Responsibility to Make Information Available to Beneficiaries

The Trustee shall report, at least semiannually, to the beneficiaries then eligible to receive mandatory or discretionary distributions of the net income from the various trusts created in this agreement all of the receipts, disbursements, and distributions occurring during the reporting period along with a complete statement of the trust property.

The trust's books and records along with all trust documentation shall be available and open at all reasonable times to the inspection of the trust beneficiaries and their representatives.

The Trustee shall not be required to furnish trust records or documentation to any individual, corporation, or other entity that is not a beneficiary, does not have the express written approval of a beneficiary, or is not requesting such pursuant to a court order.

### Section 9.05 Identification of Trustee

Trustees shall serve in fiduciary capacity and not as individuals.

The Trustee is authorized to be designated, individually or as Trustee, as the authorized representative of any limited partnership, general partnership, or limited liability company, as Trustee, without specifically identifying this trust, especially if the trust is general partner of a limited partnership, as a managing partner of a general partnership, and/or as a manager of a limited liability company.

The Trustee shall at all times serve in his, her or its capacity as Trustee of this trust and in the trust's representative capacity as general partner of a limited partnership, as a managing partner of a general partnership, and/or as a manager of a limited liability company.

### Section 9.06 Delegation among Trustees

Any Trustee may delegate to any other Trustee the power to exercise any or all powers granted the Trustee in this agreement, including those which are discretionary, if allowed by law.

The delegating Trustee may revoke any such delegation at will.

The delegation of any such power, as well as the revocation of any such delegation, shall be evidenced by an instrument in writing executed by the delegating Trustee.

As long as any such delegation is in effect, any of the delegated powers may be exercised by the Trustee receiving such delegation with the same force and effect as if the delegating Trustee had personally joined in the exercise of such power.

### Section 9.07 Utilization of Substitute Trustee

If the Trustee is unwilling or unable to act as to any trust property, my Trustee shall designate, in writing, an individual, bank trust department, or trust company to act as a substitute Trustee with regard to such property.

The property being administered by the substitute Trustee, as well as the net income there from, shall be distributed or remitted as directed by the delegating Trustee consistent with the terms of this agreement.

Each substitute Trustee shall exercise all of the fiduciary powers granted by this agreement unless expressly limited by the delegating Trustee in the instrument appointing such substitute Trustee, or by any provision within this Section.

Any substitute Trustee may resign at any time by delivering written notice to my Trustee to that effect.

### Section 9.08 Trustee's Fee

The Trustee shall be entitled to fair and reasonable compensation for the services it renders as a fiduciary. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the same period of time and in the same geographic locale.

The Trustee shall be reimbursed for the reasonable costs and expenses incurred in connection with its fiduciary duties under this agreement.

### Service Payments From Partnerships or Limited Liability Companies

As long as the trust owns an interest in a partnership, limited partnership, and/or limited liability company, compensation paid to the trust for its service as general partner of a limited partnership, as a managing partner of a general partnership, or as a manager of a limited liability company, shall be paid to the Trustee or Trustees then serving, in their fiduciary capacity on behalf of this trust.

### Income from Partnerships or Limited Liability Companies

Amounts paid as income or capital gain produced by the capital of a partnership, limited partnership or limited liability company are to be allocated to the beneficiary or beneficiaries of the trust.

### Section 9.09 A Majority of Trustees Required to Control

When more than two Trustees are acting, the concurrence and joinder of a majority of Trustees shall control in all matters pertaining to the administration of any trust created under this agreement.

If only two Trustees are acting, the concurrence and joinder of both shall be required.

When more than two Trustees are acting, any dissenting or abstaining Trustee may be absolved from personal liability by registering a written dissent or abstention with the records of the trust; the dissenting Trustee shall thereafter act with the other Trustees in any manner necessary or appropriate to effectuate the decision of the majority.

### Section 9.10 Successor Corporate Fiduciaries

If any bank or trust company succeeds to the trust business of any corporate fiduciary serving as a Trustee under this agreement, whether because of a name change or any other form of reorganization, or if such corporate fiduciary ever transfers all of its existing business to any

other bank or trust company, the successor shall thereupon, without any action being required, succeed to the trusteeship as if originally named.

## Article Ten Trustee's Administrative and

**Investment Powers**

### Section 10.01 Introduction to Trustee's Powers

Except as otherwise provided in this agreement, the Trustee shall have both the administrative and investment powers enumerated under this Article and any other powers granted by law.

### Section 10.02 Powers to Be Exercised in the Best Interests of the Beneficiaries

The Trustee shall exercise all of the administrative and investment powers without the order of any court, as the Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries.

Notwithstanding anything to the contrary in this agreement, the Trustee shall not exercise any power in a manner inconsistent with the beneficiaries' right to the beneficial enjoyment of the trust property in accordance with the general principles of the law of trusts.

### Section 10.03 Rights of Persons Dealing with the Trustee

The Trustee may execute and deliver any and all instruments in writing which the Trustee considers necessary to carry out any of the powers granted herein.

A third party dealing with the Trustee is not required to inquire into the terms of this trust instrument, the authority of the Trustee, or to see to the application which the Trustee makes of funds or other property received by the Trustee.

Any person dealing with this trust shall in addition be entitled to rely upon an Affidavit or Certificate of Trust, and upon any instruments duly executed in accordance with the provisions thereof, to the same extent as such person might rely upon the original trust instrument.

### Section 10.04 Payment of Taxes and Expenses

Except as otherwise provided herein, the Trustee is authorized to pay all property taxes, assessments, fees, charges, and other expenses incurred in the administration or protection of this trust. All such payments will be a charge against the trust fund and

will be paid by the Trustee out of the income there from, or, in the event and to the extent that the income may be insufficient, then out of the corpus of the trust fund, at any time prior to final distribution of the trust property. The determination of the Trustee with respect to all such matters shall be conclusive upon the beneficiaries of this trust.

### Section 10.05 Protective Provisions

Once a distribution of assets or allocation of assets is made in accordance with this trust has been made, the Trustee shall have no further responsibility with regard to such distributed or allocated assets.

If the Trustee is compelled at any time during the existence of this trust or any time thereafter to pay any tax or penalty with respect thereto for any reason, the Trustee will be entitled to be reimbursed from the trust fund. If the trust fund is then insufficient or if the trust has been terminated, the Trustee will be reimbursed by the beneficiaries to whom distributions from the trust fund have been made.

The Trustee, before making any distribution or allocation of either income or principal, may require a refunding agreement or may withhold distribution or allocation pending determination or release of any tax lien or other lien.

A Trustee is not liable to the trust or any trust beneficiary of the trust for any act or decision as follows:

As to tax matters, the Trustee relied upon the advice of tax counsel.

As to legal matters, the Trustee relied upon the advice of legal counsel.

As to investment matters, the Trustee relied upon the advice of an investment advisor.

As to life insurance matters, the Trustee relied upon the advice of a life underwriter.

As to general insurance matters, the Trustee relied upon the advice of a qualified insurance advisor.

As to valuation matters, the Trustee relied upon the valuation opinion or report of a qualified appraiser.

The Trustee will not be liable to the trust nor to any trust beneficiary for any act or decision if the Trustee did not realize an economic benefit or personal gain from the transaction, action, or decision.

The Trustee's right to ordinary and reasonable compensation, and the payment of, or the receipt of, ordinary and reasonable compensation is *not* an act of self-dealing.

The collection of a commission by a Trustee on the sale of trust property is a prohibited act of self-dealing. A bargain sale of trust property by a Trustee to a Trustee, or to a trust, organization, or entity in which an independent Trustee has a direct or indirect beneficial interest *is* a prohibited act of self-dealing.

An independent Trustee will not be liable for the exercise of his, her, or its best judgment with regard to discretionary distributions of trust income and principal.

The Trustee will not incur liability to the trust nor to the trust beneficiaries for a decision to invest all or any part of the trust property in a partnership, limited partnership, limited liability company, or other entity which provides additional protection of the assets of the trust or which provides for the convenient management of jointly owned family property (including property held by one or more trusts for members of the family), even though restrictions on transfer and liquidation may cause the ownership interest to have a fair market value which is less than the fair market value of the assets contributed to the entity. .

### Section 10.06 Administrative and Investment Powers

The Trustee is hereby granted the following administrative and investment powers:

### Agricultural Powers

The Trustee may retain, sell, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, or corporation.

The Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or sharecroppers.

The Trustee may engage and participate in any government farm program, whether state or federally sponsored.

The Trustee may purchase or rent machinery, equipment, livestock, poultry, feed, and seed.

The Trustee may improve and repair all farm and ranch properties, construct buildings, fences, and drainage facilities; acquire, retain, improve, and dispose of wells, water rights, ditch rights, and priorities of any nature.

The Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

### Business Powers

The Trustee may retain and continue any business in which the trust has an interest as a shareholder, partner, or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the trust property.

The Trustee may serve as a General Partner of a Limited Partnership, a Member, a Manager or a Managing Member of a Limited Liability Company, or as shareholder of a corporation.

It may directly participate in the conduct of any such business or employ others to do so on behalf of the beneficiaries.

It may execute partnership agreements, buy-sell agreements, and any amendments to them.

It may participate in the incorporation of any trust property; any corporate reorganization, merger, consolidation, recapitalization, liquidation, dissolution; or any stock redemption or cross purchase buy-sell agreement.

It may hold the stock of any corporation as trust property, and may elect or employ directors, officers, employees, and agents and compensate them for their services.

It may sell or liquidate any business interest that is part of the trust property.

It may carry out the provisions of any agreement entered into by the trust for the sale of any business interest or the stock thereof.

The Trustee may exercise all of the business powers granted in this agreement regardless of whether the Trustee is personally interested or an involved party with respect to any business enterprise forming a part of the trust property.

### Environmental Powers

The Trustee shall have the power to inspect any trust property to determine compliance with any environmental law affecting such

property or to respond to any environmental law affecting property held by the Trustee. “Environmental Law” shall mean any federal, state, or local law, rule, regulation, or ordinance relating to protection of the environment or of human health.

The Trustee shall have the power to refuse to accept property if my Trustee determines that there is a substantial risk that such property is contaminated by any hazardous substance or has previously, or is currently, being used for any activities directly or indirectly involving hazardous substances which could result in liability to the trust assets. “Hazardous substance” shall mean any substance defined as hazardous or toxic by any federal, state, or local law, rule, regulation, or ordinance.

The Trustee shall have the power to take any necessary action to prevent, abate, clean up or otherwise respond to any actual or threatened violation of any environmental law affecting trust property prior to or after the initiation or enforcement of any action by any governmental body.

The Trustee may disclaim or release any power granted to it or implied by any document, statute, or rule of law which the Trustee determines may cause the Trustee to incur liability under any environmental law.

The Trustee may charge the cost of any inspection, review, prevention, abatement, response, cleanup, or remedial action authorized under this power against the trust property.

The Trustee shall not be liable to any beneficiary or to any other party for any decrease in value of the trust property by reason of my Trustee’s compliance with any environmental law, specifically including any reporting requirement under such law.

### Holding Property as Nominee

The trustee may hold securities or other property, real or personal, comprising the trust fund in the Trustee's name, as trustee, or in the Trustee's name as nominee, or in the name of another as nominee. The trustee may hold securities or other personal property in registered or unregistered form, in bearer form, or in any other condition that will permit ownership to pass by delivery, and shall likewise be authorized to enter into any land trust, real property holding agreement or similar arrangement with respect to real property. The records of the trust *must* at all times disclose how all the property of the trust is held.

The Trustee will generally have the power to refrain from disclosing the fiduciary relationship involved in any action undertaken pursuant to this trust instrument in any circumstance in which the Trustee considers it expedient to do so.

### Compensation Powers

The Trustee shall pay from income or principal all of the reasonable and required expenses attributable to the administration of the trust.

The Trustee is authorized to pay itself reasonable compensation for its services as fiduciary as provided in this agreement, and is authorized to reasonably compensate those persons employed by the Trustee, including agents, auditors, accountants, and attorneys.

### Distribution Powers

The Trustee is specifically authorized to make divisions and distributions of the trust property either in cash or in kind, or partly in cash and partly in kind, or in any proportion it deems advisable.

It shall be under no obligation or responsibility to make pro rata divisions and distributions in kind.

The Trustee may allocate specific property to any beneficiary or share although the property may differ in kind from the property allocated to any other beneficiary or share.

The foregoing powers may be exercised regardless of the income tax basis of any of the property.

### Participation in Closely Held Partnerships or Companies

The Trustee may participate with any other person, firm, corporation or company or trust in partnership either as a general or limited partner, or in any joint venture therewith, in pursuance of any of the purposes of this trust instrument, and shall have and exercise all the powers of management and participation in the management necessary and incidental to a membership in such partnership, limited partnership, or joint venture, including the making of charitable contributions. The Trustee may at any time participate in the formation or incorporation of any such enterprise.

### Investment Powers in General

The Trustee may invest and reinvest in such classes of stocks, bonds, securities, commodities, options, metals, or other property, real or personal, as it shall determine.

It may invest in investment trusts as well as in common trust funds.

It may purchase life, annuity, accident, sickness, and medical insurance on the behalf of and for the benefit of any trust beneficiary.

### Life Insurance Powers

The Trustee shall have the powers with regard to life insurance as set forth in this Section 10.06(i)**,** except as otherwise provided in this agreement.

The Trustee may purchase, accept, hold, and deal with as owner policies of insurance on my life, the life of any trust beneficiary, or on the life of any person in whom any trust beneficiary has an insurable interest.

The Trustee shall have the power to execute or cancel any automatic premium loan agreement with respect to any policy, and shall have the power to elect or cancel any automatic premium loan provision in a life insurance policy.

The Trustee may borrow money with which to pay premiums due on any policy either from the company issuing the policy or from any other source and may assign any such policy as security for the loan.

The Trustee shall have the power to exercise any option contained in a policy with regard to any dividend or share of surplus apportioned to the policy, to reduce the amount of a policy or convert or exchange the policy, or to surrender a policy at any time for its cash value.

The Trustee may elect any paid-up insurance or any extended-term insurance nonforfeiture option contained in a policy.

The Trustee shall have the power to sell policies at their fair market value to the insured or to anyone having an insurable interest in the policies.

The Trustee shall have the right to exercise any other right, option, or benefit contained in a policy or permitted by the insurance company issuing that policy.

Upon termination of any trust created under this agreement, the Trustee shall have the power to transfer and assign the policies held by the trust as a distribution of trust property.

### Loan, Borrowing, and Encumbrance Powers

The Trustee may loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interests of the trust beneficiaries.

It may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

It shall have the power to obligate the trust property for the repayment of any sums borrowed where the best interests of the beneficiaries have been taken into consideration.

The Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

### Margin, Brokerage, and Bank Account Powers

The Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. The Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the Trustee with such brokers as securities for loans and advances made to the Trustee. The Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that the Trustee may choose.

### Management Agreement

The Trustee may enter into Management Agreements and/or Nominee Agreements whereby the Trustee and the trust may serve as an exclusive manager or nominee of property or property interests on behalf of any Limited Partnership, Limited Liability Company or Corporation.

### Nonproductive Property

The Trustee may hold property which is non-income producing or is otherwise nonproductive if the holding of such property is, in the sole and absolute discretion of the Trustee, in the best interests of the beneficiaries.

### Powers of Attorney

The Trustee may execute, deliver, and grant to any individual or corporation a revocable or irrevocable power of attorney to transact any and all business on behalf of the various trusts created in this agreement.

The power of attorney may grant to the attorney-in-fact all of the rights, powers, and discretion that the Trustee could have exercised.

### Bank Accounts

The Trustee may open and maintain one or more savings accounts, checking accounts, term accounts, or current accounts with any bank, savings and loan, building and loan association, or brokerage firm wherever located, and may deposit to the credit of such account or accounts all or any part of the funds belonging to the trust. An account from which frequent disbursements are made need not be an interest bearing account.

The Trustee may authorize withdrawal from an account by check, draft or other instrument. The Trustee may designate any other person, agency, or trustee as an authorized representative to withdraw funds from the account and/or to manage the account. Any bank, savings association, or other depository is authorized to pay such check or other instrument of withdrawal and also to receive the same for deposit to the credit of any holder thereof when signed and properly endorsed without inquiry of any kind. Payments made by a depository shall not be subject to objection by any person concerned or interested in any way in the trust.

### Location of Trust Assets

The Trustee may keep the whole or any part of the assets of the trust in the jurisdiction where the trust is located or in any other jurisdiction.

### Real Estate Powers

The Trustee may purchase, sell, transfer, exchange or otherwise acquire or dispose of any real estate.

The Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement.

It may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

It may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

It may elect to insure, as it deems advisable, all actions contemplated by this subsection.

The Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income there from.

### Sale, Lease, and Other Dispositive Powers

The Trustee may sell, lease, transfer, exchange, grant options with respect to, or otherwise dispose of the trust property.

It may deal with the trust property at such time or times, for such purposes, for such considerations and upon such terms, credits, and conditions, and for such periods of time, whether ending before or after the term of any trust created under this agreement, as it deems advisable.

The Trustee may make such contracts, deeds, leases, and any other instruments it deems proper under the immediate circumstances, and may deal with the trust property in all other ways in which a natural person could deal with his or her property.

### Trust Addition and Retention Powers

The Trustee is authorized to receive additional trust property, whether by gift, will, or otherwise, either from us, from either of us, or from any other person, corporation, or entity.

Upon receipt of any additional property, the Trustee shall administer and distribute the same as part of the trust property.

The Trustee may retain, without liability for depreciation or loss resulting from such retention, all property constituting the trust estate at the time of its creation or thereafter received from other sources.

The foregoing shall be acceptable even though such property may not be of the character prescribed by law for the investment of trust funds or may result in inadequate diversification of the trust property.

### Trustees' or Fiduciaries' Powers Acts

In addition to all of the powers specifically granted the Trustee in this Article, the Trustee may exercise those powers set forth under the

, known as the

, together with any amendment to such laws.

The Trustee may perform every act reasonably necessary to administer each and every share or trust created under this agreement.

All of the powers granted to the Trustee in this Article shall be in addition to those powers conferred upon Trustees under all applicable state and federal statutes.

Each power conferred upon the Trustee under this Article, or upon Trustees in general, by applicable state or federal statutes, shall be subject to any express limitations or contrary directions contained in this agreement.

## Article Eleven Jurisdiction and General Provisions

### Section 11.01 The Rule Against Perpetuities

Unless sooner terminated by the express provisions of this agreement, each trust created in this agreement shall terminate on the later of twenty-one years after the death of the last survivor of the group composed of me and my descendants living at the time of the execution of this document or such other time period as prescribed by the laws of the State of . At that time, the property held in trust shall be discharged of any further trust, and shall immediately vest in and be distributed to those persons entitled to receive or have the benefit of the income from the respective trust.

For purposes of distributions under this Section only, it shall be presumed that any person then entitled to receive any discretionary payments of the income of a separate trust is entitled to receive all of the income, and it shall be presumed that any class of persons entitled to receive discretionary payments of income is entitled to receive all of such income.

If the Rule Against Perpetuities has been repealed in the State of , then the Trustee may disregard this Section.

### Section 11.02 Protective Clause

To the fullest extent permitted by law, the interests of all of the beneficiaries in the various trusts and trust property subject to this agreement, except for my interests in the various trusts or trust property subject to this agreement, shall not be sold, alienated, pledged, anticipated, transferred, assigned, encumbered, or hypothecated unless specifically authorized by the terms of this agreement.

Such interests shall not be subject to legal process or to the claims of any creditors, other than my creditors to the extent of my interests in the trusts or trust property, while such interests remain trust property.

The income and principal of this trust may not in any manner be subject to or liable in the hands of the Trustee for the debts, contracts, or encroachments of any beneficiary or for any claim for alimony or for support of children pursuant to a court decree or separation agreement, or be subject to any assignment or any other voluntary or involuntary alienation or disposition whatsoever by any legal or equitable process prior to the actual distribution of trust income and/or principal to a beneficiary.

### Section 11.03 General Matters

The following general matters of construction shall apply to the provisions of this agreement:

### Construction

Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within such context.

### Headings of Articles, Sections, and Paragraphs

The headings of Articles, Sections, and Paragraphs used within this agreement are included solely for the convenience and reference of the reader. They shall have no significance in the interpretation or construction of this agreement.

### Notices

All notices required to be given in this agreement shall be made in writing by either:

Personally delivering notice to the party requiring it, and securing a written receipt, or

Mailing notice by certified United States mail, return receipt requested, to the last known address of the party requiring notice.

The effective date of the notice shall be the date of the written receipt or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

### Delivery

For purposes of this agreement "delivery" shall mean: Personal delivery to any party, or

Delivery by certified United States mail, return receipt requested to the party making delivery.

The effective date of delivery shall be the date of personal delivery or the date of the return receipt, if received, or if not, the date it would have normally been received via certified mail, provided there is evidence of mailing.

### Applicable State Law

The validity of this trust shall be determined by reference to the laws of the State of \_.

Questions with regard to the construction and administration of the various trusts contained in this agreement shall be determined by reference to the laws of the state in which the trust is then currently being administered.

### Duplicate Originals

This agreement may be executed in several counterparts; each counterpart shall be considered a duplicate original agreement.

### Severability

If any provision of this agreement is declared by a court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions of this agreement. The remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if the invalid provision had never been included in this agreement.

This agreement has been executed on the day and year first written above.

The Trustmaker certifies that the foregoing trust agreement correctly states the terms and conditions under which the trust property is to be held, managed, and disposed of by the Trustee. The Trustmaker approves this trust in all particulars, and requests the Trustee to execute it.

,Trustmaker

, Trustee

,Trustee

STATE OF )

) ss.

COUNTY OF )

Before me , NOTARY PUBLIC FOR THE STATE OF , on

this day personally appeared , as Trustmaker and as Trustee known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this day, , 20\_. [Seal]

NOTARY PUBLIC FOR THE STATE OF

My commission expires:

STATE OF )

) ss.

COUNTY OF )

Before me , NOTARY PUBLIC FOR THE STATE OF , on

this day personally appeared , as Trustee known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal this day, , 20\_. [Seal]

NOTARY PUBLIC FOR THE STATE OF

My commission expires:

# Schedule A Initial Funding

Original Contribution of Capital:

Designated Percentage of Ownership:

# Schedule B Trust Beneficiaries

### Trustmaker

**(shall not be a beneficiary)**

Designated Present Beneficiaries

shall be the Primary Present

Beneficiary and any of the living descendents of

AND be Secondary Present Beneficiaries.

shall

Designated Remainder Beneficiaries [The Descendants per stirpes of

and ]